UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GLENN LEGER, on behalf of himself and all others similarly situated,

Plaintiff,

v.

CONRAD KALITTA and KALITTA AIR, LLC,

Defendants.

No. 16-cv-6545

COMPLAINT FOR VIOLATION OF FAIR LABOR STANDARDS ACT, BREACH OF CONTRACT, UNJUST ENRICHMENT, MONEY HAD AND RECEIVED, CONVERSION, QUANTUM MERUIT, AND FRAUD / FRAUDULENT CONCEALMENT

JURY TRIAL DEMANDED

Plaintiff Glenn Leger ("Plaintiff"), by his undersigned counsel, alleges the following upon personal knowledge as to his own acts and upon information and belief as to all other matters.

NATURE OF THE ACTION

1. This is a collective action under the Fair Labor Standards Act, 29 U.S.C. §201, *et seq*. (the "FLSA") on behalf of all mechanics employed by Defendants (defined below) who worked more than 40 hours per week and were not paid at overtime rates (the "FLSA Collective"), and a class action under state law for breach of contract, money had and received, conversion, quantum meruit, unjust enrichment, and fraud/fraudulent concealment against Defendants Conrad Kalitta ("Mr. Kalitta") and Kalitta Air, LLC ("Kalitta Air" or the "Company," together with Mr. Kalitta, "Defendants") on behalf of all airline crew members who were denied hazard pay ("the Hazard Pay Class") that Defendants received through government contracts and were required to pass through to the Hazard Pay Class.

2. Plaintiff is a mechanic who maintained and repaired Defendants' planes during his employment.

3. Defendant Kalitta air refers to itself as a "leading provider of air cargo transportation." As is relevant to this action, Kalitta contracts with the U.S. Transportation Command to pick up and deliver cargo to the U.S. armed forces in various locations including areas that have been designated "combat zones" by the President of the United States. In addition to the pay Kalitta receives of approximately $1,000,000 per flight plus fuel costs, Kalitta also receives $27,000 per flight for "hazard pay," which Kalitta is required to pay to the employees on flights into dangerous combat zones. Kalitta does not pay the $27,000 in hazard pay to its employees.

4. Plaintiff has seen documentation, shown to him by one of Defendants' load masters, showing that Kalitta receives $27,000 per flight in hazard pay; the loadmaster confirmed that Kalitta receives such pay for at least every flight into and out of Afghanistan. On information and belief, the practice is the same for all flights that go into designated combat zones.

5. In addition, Defendants, in violation of the FLSA, required Plaintiff to work more than 60 hours per week, sometimes as many as 100 hours per week, yet paid Plaintiff a day rate that did not vary based on the number of hours Plaintiff worked and did not account for overtime rates as required by the FLSA. Defendants similarly denied all other Mechanics overtime pay.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. §1331 and 29 U.S.C. §216(b). This Court has jurisdiction over Plaintiff's common law claims pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(d). The class consists of over 100 members who are of diverse citizenship from Defendants, and the amount in controversy exceeds $5,000,000, exclusive of interest and costs.

7. Venue is proper in this District because a substantial part of the events giving rise to Plaintiff's claims occurred in this District, including but not limited to Plaintiff's employment by Defendants at John F. Kennedy International Airport.

THE PARTIES

8. Plaintiff is a citizen of the State of New Jersey. Plaintiff is a non-exempt airplane mechanic formerly employed by Defendants and was paid on a day-rate basis. Plaintiff performed repair and maintenance work on Defendants' planes and traveled on those planes to various locations throughout the world including Afghanistan, Pakistan, and Qatar, each of which has been designated as a combat zone by Presidential executive order. Plaintiff's most recent pay was a day rate of $255 that did not vary based on the number of hours Plaintiff worked per day or per week. Plaintiff frequently worked 20-hour days, and 7-day weeks, as a result of Defendants' 20-day-on, 10-day-off scheduling. Plaintiff was once required to stay on a plane for six days without leaving the plane. In many weeks, Plaintiff worked approximately 100 hours in 7 days and was paid $255 per day for a total of $1,785 for the week. In such a week, Plaintiff's hourly rate is $17.85 ($1,785 divided by 100), and Plaintiff would be owed $8.92 (one-half his hourly rate) for each of the 60 overtime hours worked (a total of $535.50) plus liquidated damages, for a total of $1,071 in this exemplar week *before* the addition of hazard pay to Plaintiff's regular hourly rate as required by the FLSA.[1] Plaintiff's pay stubs indicate that Defendants failed to keep proper records, as required by the FLSA, of the hours Plaintiff worked: rather than state the number of hours worked, the pay stubs simply say that Plaintiff worked 14 "hours" in a two-week period at a rate of $255 per hour.

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[1] *See* 29 C.F.R. §778.207(b) ("The [FLSA] requires the inclusion in the regular rate [upon which overtime rates are calculated] premiums paid for hazardous, arduous or dirty work").

This statement is clearly incorrect and refers to Plaintiff's day rate rather than an hourly rate of $255.

9. Plaintiff's written consent to bring this action, pursuant to 29 U.S.C. §216(b), is attached hereto as Exhibit A.

10. Plaintiff traveled to many areas that are considered combat zones by the United States, including Bagram Air Force Base in Afghanistan, Karachi Airport in Pakistan, Al Udeid Air Base in Qatar, Bahrain International Airport, and Kuwait International Airport. As an airplane mechanic, Plaintiff traveled with "his" plane from the time it took off out of JFK Airport until its return to JFK Airport. Plaintiff was "on call" at all times that the plane was away from its U.S. base and frequently stayed on the plane for stretches of several days. Plaintiff, along with other members of the crew, traveled with the plane as it picked up and delivered cargo, including military cargo and civilian cargo for private companies such as the Apple iPhone.

11. When Plaintiff's plane flew to combat zones such as Bagram Air Force Base in Afghanistan, Plaintiff was sickened to his stomach with fear. On trips to Bagram, the plane would first stop in Dubai. On the flight out of Dubai to Bagram, Plaintiff feared that he would not come back. Plaintiff feared that, in the combat zone, his plane would be shot out of the sky; Plaintiff was aware of a DHL cargo plane that was hit by a missile over Iraq. Plaintiff would sit in the center of the plane to avoid being hit by bullets piercing the plane. Upon approaching the airport in dangerous combat zones, the plane—a jumbo 747—would fly at an extremely low level to avoid detection and turn off all lights except the cockpit's navigation equipment. At 500 feet altitude, the lights would come on, the runway would quickly approach, and the pilot would land the plane.

12. Plaintiff found Pakistan to be particularly terrifying. There, when the plane landed, it was met by men armed with AK-47s. In Bahrain, Plaintiff was in immediate danger when a car bomb exploded in front of Plaintiff's hotel.

13. At one point, an employee noticed that one of Kalitta's planes had perfectly round, unmistakable, bullet holes. Defendant Mr. Kalitta said the holes were from a rock, although it was clear they were from ordinance. Defendant Mr. Kalitta would frequently deny that Plaintiff and the Hazard Pay Class were flying into combat zones in an attempt to dissuade them from believing they had a right to hazard pay, despite the fact that many of the areas into which they flew were designated as combat zones by the President of the United States. Indeed, when Mr. Kalitta flew to a designated combat zone—which happened only on rare occasions—he wore a heavy flak jacket for protection even while he was in the plane.

14. In total, Plaintiff flew to areas designated as combat zones approximately 100 times during his employment with Kalitta Air, including frequent trips to Bagram Air Force Base in Afghanistan.

15. Plaintiff confronted danger on a regular basis. Each time Plaintiff reported for his 20 day duty, he was required to review and sign papers instructing him as to how to act if the aircraft came under fire. Plaintiff's plane sometimes carried military vehicles that had been destroyed in combat in Afghanistan. One of Plaintiff's flights had three live grenades on it. The grenades were hidden in the plane and could have blown up if their pins were accidentally pulled, for instance in severe turbulence which the planes frequently encountered. Indeed, the danger for Plaintiff was not limited to flying: when Plaintiff was in Bahrain, a car bomb exploded outside his hotel.

16. Defendant Kalitta Air is a Michigan limited liability company that is 100% owned by defendant Conrad Kalitta. The Company began operations in November, 2000 with three Boeing 747 aircraft and, at present, has over twenty aircraft all of which transport cargo to combat zones for the U.S. armed forces. The Company is a freight carrier and, as relevant to this action, contracts with the U.S. Transportation Command to pick up and deliver cargo to the U.S. armed forces in various locations including areas that have been designated "combat zones" by the President of the United States. According to a July 11, 2012 press release by the U.S. Department of Defense, Kalitta Air was awarded "one of three U.S. Transportation Command (USTRANSCOM) contracts to obtain international air cargo pickup/delivery service under the Theater Express II program. This contract . . . has an overall four-year maximum ceiling program value of $2,916,336,642 [and] is for international commercial air cargo service within the U.S. Central Command (CENTCOM) area of operations." On information and belief, Kalitta is paid $27,000 hazard pay per flight for its employees. On information and belief, Defendant Kalitta Air primarily contracts directly with the federal government, however, at times Kalitta sub-contracts for other cargo carriers and, as with its direct contracts, retains hazard pay intended for its employees.

17. Defendant Conrad Kalitta is the CEO and sole owner of Kalitta Air. Mr. Kalitta was a famous drag-car racer and was nicknamed "The Bounty Hunter" during his racing days. Mr. Kalitta exercises control over the Mechanics by, among other things, his involvement in their hiring and firing, setting pay rates, setting schedules, and determining the duties of and personnel policies applicable to the Mechanics.

COLLECTIVE ALLEGATIONS

18. Plaintiff brings the First Count as a collective action pursuant to Section 216(b) of the FLSA, 29 U.S.C. §216(b) on behalf of himself and other similarly situated people (the “Mechanics”), which shall include**:**

> All persons who work or worked for Defendants as Mechanics, or in any equivalent position (the “Mechanics” or the “Collective”), from November 23, 2006 through the date the Court orders notice to be sent in accordance with Section 216(b) of the FLSA (the “FLSA Class Period”).

19. Defendant is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and the Collective. There are likely more than thirty similarly situated current and former employees of Defendant who have been underpaid in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of the present lawsuit and the opportunity to join the present lawsuit. Those similarly situated employees are known to Defendant, are readily identifiable, and can be located through Defendant’s records that Defendant is required to create and maintain under applicable federal and state law. Notice should be sent to the Collective pursuant to 29 U.S.C. §216(b). Because Defendant failed to post notice of the Collective’s right to be paid at overtime rates under the FLSA, the statute of limitations should be equitably tolled on the claims of the Collective.

CLASS ACTION ALLEGATIONS

20. Plaintiff brings this class action pursuant to Fed. R. Civ. P. 23(a) and (b)(3) on behalf of the following class of employees (the “Class” or the “Hazard Pay Class”):

> All persons who work or worked for Defendant as party of any crew that flew into a combat zone from November 23, 2006 through the date a judgment is entered in this action.

21. Members of the Class are so numerous that joinder of all members would be impracticable. Plaintiff estimates that there are one hundred or more members of the Class.

22. Questions of law and fact are common to all the members of the Class that predominate over any questions affecting only individual members, including:

a. Whether Defendants collected hazard pay incentives pursuant to their contracts with the federal government;

b. Whether the hazard pay Defendants collected was intended, or required, to be paid to Plaintiff and the Class;

c. Whether Defendants retained hazard pay that was intended for Plaintiff and the Class;

d. Whether Plaintiff and the Class are entitled to hazard pay pursuant to Defendants' contracts and/or any rule or regulation governing hazard pay;

e. Whether Plaintiff and the Class were intended third party beneficiaries of any contract between Defendants and the federal government and/or Defendants and any party for whom Defendants acted as subcontractors;

f. Whether Defendants were unjustly enriched by retaining hazard pay that was intended for Plaintiff and the Class; and

g. The amount by which Plaintiff and the Class were damaged.

23. The claims of Plaintiff are typical of the claims of the members of the Class. Plaintiff has no interests antagonistic to those of the Class, and Defendant has no defenses unique to Plaintiff.

24. Plaintiff will protect the interests of the Class fairly and adequately, and Plaintiff has retained attorneys experienced in class action litigation.

25. A class action is superior to all other available methods for this controversy because:

a. The prosecution of separate actions by the members of the Class would create a risk of adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede their ability to protect their interests;

b. The prosecution of separate actions by the members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, which would establish incompatible standards of conduct for defendant;

c. Defendant acted or refused to act on grounds generally applicable to the Class; and questions of law and fact common to members of the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

d. Class members who are currently employed by Defendants are likely to fear retaliation and/or the loss of their employment, and thus will likely not commence their own actions.

SUBSTANTIVE ALLEGATIONS CONCERNING HAZARD PAY

26. Plaintiff was employed by Defendants from in or about March, 2012 through December 1, 2014.

27. Plaintiff was employed by Defendants as a mechanic.

28. Plaintiff worked a 20-day on, 10-day off rotation.

29. On each rotation, Plaintiff was assigned to a plane.

30. Once assigned to a plane, Plaintiff stayed with the plane, was on call to fix any problems that arose with the plane, and traveled on the plane to various locations throughout the world.

31. In addition to Plaintiff, each plane crew consisted of one or more pilots, a load master, and a mechanic. A crew usually consisted of five people.

32. Defendants are required to, and do, maintain records of the identities of all crew members on each plane and the destinations each plane travels to.

33. As relevant to this action, Defendants contract with the federal government to deliver, and pick up, cargo from the U.S. armed forces. Many of the destinations to which Plaintiff traveled have been designated as combat zones by the President of the United States. Among the designated combat zones to which Plaintiff traveled were Bagram Air Force Base in Afghanistan, Karachi Airport in Pakistan, Al Udeid Air Base in Qatar, Bahrain International Airport, and Kuwait International Airport.

34. Each of the above locations, and many others throughout the world, have been designated as combat zones by the President of the United States.

35. Afghanistan, and the air space above Afghanistan, was designated as a combat zone, effective September 19, 2001, by President George W. Bush in Executive Order 13239.

36. In Executive Order 12744, President George H.W. Bush designated, among other countries, the "total land area" of Iraq, Kuwait, Bahrain, Qatar, and the United Arab Emirates, and the air space above them, as combat zones effective January 17, 1991.

37. Each of the above Executive Orders remains in effect to this day.

38. When United States employees work in a combat zone, they are provided tax breaks and/or hazardous duty pay for putting their lives at risk to serve their country.

39. Similarly, civilian contractors working for the federal government may also be provided hazard pay that must be passed on to their employees.

40. On information and belief, Kalitta is paid $27,000 *per flight* into and out of combat zones as hazard pay to that is intended for and/or required to be paid to Kalitta's employees.

41. Kalitta Air, however, retains that entire amount and does not pay the hazard pay over to its employees.

42. Plaintiff has seen documentation, shown to him by one of Defendants' load masters, showing that Kalitta receives $27,000 per flight in hazard pay; the loadmaster confirmed that Kalitta receives such pay for at least every flight into and out of Afghanistan. On information and belief, the practice is the same for all flights that go into designated combat zones.

43. Plaintiff's flights faced great danger from takeoff through landing. At takeoff, when the plane was "heavy," ie, loaded with fuel and cargo, the plane needed the whole runway to get enough speed to get off the ground. In the air, the real possibility existed that a mechanical malfunction could occur—for instance, a large piece of cargo such as a truck could snap loose, disrupt other large cargo, and unbalance the plane causing a crash. That exact scenario occurred in 2013, when an American National Air Cargo Boeing 747-400BCF taking off from Bagram Air Force Base crashed shortly after takeoff, erupting into a fireball on the ground and killing all seven civilian-contractor crew members. Plaintiff saw the remains of that flight with his own eyes just days after it happened. American National Air Cargo, like Defendants here, was a contractor delivering cargo pursuant to a contract with the federal government.

44. In addition, every time a plane flew into a combat zone, the plane was at risk of taking fire and being blown out of the sky.

45. Despite flying into combat zones more than 100 times, Plaintiff, like the other members of the Hazard Pay Class, never received any of the hazard pay that was intended for him.

46. Defendants concealed from Plaintiff and the Hazard Pay Class the fact that Defendants received hazard pay. Defendant Mr. Kalitta frequently insisted that Kalitta's planes were not flying into combat zones. Although one plane had perfectly round bullet holes in it, Defendants attempted to play down that fact and claimed that the holes were from a rock. Defendants intentionally withheld from Plaintiff and the Hazard Pay Class the fact that Defendants received hazard pay in order to avoid having to pay the $27,000 per-flight hazard payments to Plaintiff and the Hazard Pay Class.

SUBSTANTIVE ALLEGATIONS CONCERNING OVERTIME PAY

47. Plaintiff and the Mechanics are non-exempt employees.

48. Plaintiff and the Mechanics were all paid at day rates that did not vary based upon the number of hours worked in a day or in a work week.

49. Plaintiff's initial pay rate was $238 per day, which eventually increased to $255 per day. Plaintiff frequently worked around the clock for days on end, flying to various destinations and, upon arrival or before departure, performing maintenance and repair on the planes. Plaintiff was always "on call" when he was traveling with a plane and had to be available to repair or maintain the plane on a moment's notice.

50. Plaintiff frequently spent several days in a row on a plane, without leaving the plane, to perform maintenance and repair on the plane.

51. Plaintiff also checked the plane and performed repair and maintenance on the plane, and filled out paperwork, at John F. Kennedy Airport before departure, and upon return to JFK.

52. Plaintiff frequently worked up to 100 hours per week and was only paid at his day rate, without being paid required overtime premiums as required by the FLSA.

53. All Mechanics were paid the same as Plaintiff, at a day rate without overtime pay despite working over 40 hours per week on a regular basis.

54. Defendants failed to keep records of the number of hours worked by Plaintiff and the Mechanics, in violation of the FLSA's record-keeping requirements.

COUNT I

Fair Labor Standards Act, 29 U.S.C. §201, *et seq.*: Failure to Pay Overtime (Brought on Behalf of Plaintiff and the Collective)

55. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

56. During the FLSA Class Period, Plaintiff and others similarly situated were "employees" of Defendant within the meaning of the FLSA, 29 U.S.C. §203(e) and (g).

57. At all relevant times, Defendant has been an "employer" engaged in interstate "commerce" within the meaning of the FLSA, 29 U.S.C. §203.

58. At all relevant times, Defendants' business has had annual gross revenues in excess of $500,000. At all relevant times, Defendants and Plaintiff have been engaged in interstate commerce.

59. Plaintiff consents in writing to be a party to this action pursuant to 29 U.S.C. §216(b). Plaintiff's written consent is attached hereto as Exhibit A and incorporated by reference.

60. Defendants were required to properly pay Plaintiff and others similarly situated all wages due including applicable overtime wages for all hours worked in excess of 40 hours in a workweek.

61. During the FLSA Class Period, Defendants failed to pay Plaintiff and the Mechaices all wages due including overtime wages of not less than one and one-half times the

regular rate of pay for each hour worked in excess of 40 hours in a workweek to which they were entitled under the FSLA, 29 U.S.C. §207.

62. Defendants' violation of the overtime requirements of the FLSA was part of their regular business practice and constituted a pattern, practice, and/or policy.

63. As a result of Defendants' violations of the FLSA, Plaintiff and others similarly situated have suffered damages by being denied overtime wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages in an amount equal to their unpaid wages, prejudgment and post judgment interest, reasonable attorneys' fees, and costs pursuant to 29 U.S.C. §216(b).

64. Defendants' unlawful conduct, as described above, was willful and intentional and/or was not in good faith. Defendants knew or should have known that the practices complained of herein were unlawful. Defendants knew that Plaintiff and others similarly situated routinely worked in excess of forty hours per week and that Plaintiff and others similarly situated were not paid for all hours worked.

65. Defendants have not made a good faith effort to comply with the FSLA with respect to the compensation of Plaintiff and others similarly situated.

66. Because Defendants' violations of the FSLA have been willful, a three-year statute of limitations applies, pursuant to the FLSA, 29 U.S.C. §255(a).

COUNT II
Unjust Enrichment

67. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

68. Defendants received, and continue to receive, hazard pay from the federal government.

69. The hazard pay Defendants receive is intended for Plaintiff and the Hazard Pay Class.

70. There is no employment contract between Plaintiff and the Hazard Pay Class, and Defendants, concerning hazard pay.

71. Defendants do not pay the hazard pay over to Plaintiff and the Hazard Pay Class, and instead Defendants retain all such sums.

72. Defendants are therefore unjustly enriched, at the expense of Plaintiff and the Hazard Pay Class, and it would be inequitable to allow Defendants to retain the hazard pay.

COUNT III
Breach of Third Party Beneficiary Contract

73. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

74. Defendants entered into contracts with the federal government that provided for hazard pay above and beyond the price for Defendants' services. The hazard pay portion of the contracts was created for the direct benefit of Plaintiff and the Hazard Pay Class.

75. Defendants retained the hazard pay and did not pay any of it to Plaintiff and the Hazard Pay Class.

76. Accordingly, Defendants breached their contracts with the federal government. Plaintiff and the Hazard Pay Class were intended third party beneficiaries of the contracts and were harmed by Defendants' breach of those contracts.

COUNT IV
Money Had And Received

77. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

78. Defendants received money that was intended for Plaintiff and the Hazard Pay Class.

79. Defendants benefitted from receipt of the money that was intended for Plaintiff and the Hazard Pay Class.

80. Under principles of equity and good conscience, Defendants should not be permitted to keep the money that was intended for Plaintiff and the Hazard Pay Class.

COUNT V
Conversion

81. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

82. Defendants, through their receipt of money intended for the Hazard Pay Class, exercised control and dominion over the property of Plaintiff and the Hazard Pay Class, to the exclusion of the Hazard Pay Class.

83. Plaintiff and the Hazard Pay Class are entitled to the return of all such property.

COUNT VI
Quantum Meruit

84. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

85. Plaintiff and the Hazard Pay Class performed services in good faith for Defendants.

86. Defendants accepted the services of Plaintiff and the Hazard Pay Class.

87. Plaintiff and the Hazard Pay Class expected to be compensated in full for their services.

88. Defendants received reasonable value for the services of Plaintiff and the Hazard Pay Class. Plaintiff and the Hazard Pay Class are entitled to the reasonable value of their services, including hazard pay.

COUNT VII
Fraud / Fraudulent Concealment

89. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

90. Defendants were aware that Plaintiff and the Hazard Pay Class were entitled to hazard pay under Defendants' contracts with the federal government.

91. Defendants made false and misleading statements, and/or fraudulently concealed, the fact that Plaintiff and the Hazard Pay Class were entitled to such pay. Each pay statement provided to Plaintiff and the Hazard Pay Class, and any offer of employment in which a pay rate was stated, was a fraudulent statement or omission.

92. Defendants intended to deceive Plaintiff and the Hazard Pay Class and did indeed deceive them.

93. Plaintiff and the Hazard Pay Class reasonably relied on Defendants' false statements and/or omissions.

94. Plaintiff and the Hazard Pay Class were damaged thereby.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court grant Plaintiff and the Class the following relief:

A. An order certifying this case as a collective action for the violations of the FLSA, as it pertains to the First claim under 29 U.S.C. §216(b) for the class of employees described herein;

B. An order certifying this case as a class action as it pertains to the Second through Sixth claims under Federal Rule of Civil Procedure 23 (a), (b)(2), and (b)(3) for the class of employees described herein, appointing Plaintiff as Class Representative, and appointing Plaintiff's counsel as Class Counsel;

C. Award Plaintiff and the Class all statutory damages, compensatory damages, punitive damages, liquidated damages, pre-judgment interest, and post-judgment interest, statutory damages, and any other damages that may be just and proper;

D. Enjoin Defendants from their improper and unlawful conduct;

E. Award Plaintiff and the Class their reasonable attorneys' fees, costs and expenses as authorized by law; and

F. Grant in favor of Plaintiff and the Class such other relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

DATED: November 23, 2016

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